

IVONA WebReader LICENCE

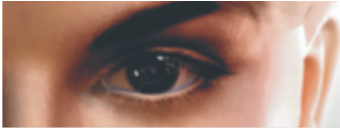
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II. DEFINITIONS

1. "WebReader" – shall mean IVONA WebReader sound player together with speech and rights to Speech, which is inserted into the Licensee's websites in the form of a link to www.ivona.com.
2. "Licensee" – shall mean any entity using WebReader pursuant to the Licence Agreement.
3. "Licensor" – shall mean IVO Software Sp. z o.o. and, depending on the context, Ivo's



local offices, Ivo's branches, Ivo's subsidiaries, associated entities or distributors.

4. "Licence" – shall mean the right to use WebReader granted by the Licensor to the Licensee pursuant to the Licence Agreement.
5. "Internet User" – shall mean an entity or person using WebReader on Licensee's websites.
6. "Account" – shall mean Licensee's account created on www.ivona.com.
7. "Terms of Use" – shall mean terms of use of www.ivona.com website available at the following address <http://www.ivona.com/terms.php> together with this IVONA WebReader Licence available under the following address http://www.ivona.com/webreader_license.php.
8. "Offer" – shall mean a description of how WebReader works, its technical parameters as well as deadlines and amounts of fees due for using the service available at www.ivona.com.

III. LICENCE RIGHTS

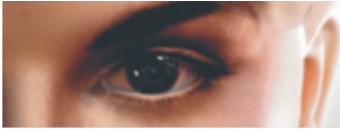
1. By activating WebReader the Licensee accepts the Offer, which shall result in an agreement being entered into by and between the Licensor and the Licensee, with the Terms of Use and the Offer constituting an integral part thereof.
2. The Licensor hereby grants this fixed-term, non-exclusive and territorially unlimited licence to use the WebReader for the purpose of voicing commercial and non-commercial websites owned by the Licensee, by means of:
 - a) enabling Internet Users to listen to fragments of content of such websites directly from such websites, in a private and non-public manner,
 - b) optionally enabling Internet Users to listen to fragments of content of such websites downloaded in the form of sound files, in a private and non-public manner.
3. The Licensor authorises the Licensee to use WebReader on the terms and conditions specified in the Account and consistent with the Offer.

IV. ADDITIONAL LICENCE FEE

1. The Licensee may purchase an Additional Licence Option against an additional fee, on the separately agreed terms and conditions falling outside of the scope of this Licence Agreement.
2. In order to purchase the Additional Licence Option the Licensee shall contact IVO's Commercial Department which will communicate him/her the terms and conditions of purchase of the Additional Licence Option.

V. LICENCE LIMITATIONS

1. The Licensee shall not be entitled to grant sub-licences, which shall also mean a ban on transmitting, transferring, reselling or assigning rights to WebReader in any other way to any third party.
2. It is forbidden to use WebReader for the purpose of spreading pornography, expressing



threats against any third parties or undertaking any activities leading to offend any third parties or infringe their right to privacy, or which are vulgar, hateful, racially abusive, constituting an abuse of religious symbols or ethnically, religiously, ethically, morally or otherwise objectionable or infringing any third party right or property in yet another way, which shall include infringing personal rights of any third party.

3. All rights which have not been directly attributed to the Licensee pursuant to the provisions of the Licence Agreement shall not be considered granted.

4. Ivo shall be notified about any events of breach of this Licence Agreement and all infringements of copyrights to WebReader and other Ivo's intellectual property rights. Such a notification shall be sent to the following e-mail address: legal@ivona.com.

VI. REMUNERATION

1. The terms and conditions relative to WebReader subscription fees have been specified in the Account and in the Offer.

2. The period of using the WebReader service shall be automatically extended to cover another subscription period once the period previously paid for has expired and the Licensee shall be automatically informed thereof. The Licensee may resign from automatic extension of subscription by applying the procedure described in the Account and in the Offer.

3. The Licensee shall be entitled to resign from using WebReader within the period of 10 days after making the payment and obtain a relevant reimbursement.

4. The Licensee reserves the right to insert sound and graphic advertisements into IVONA WebReader services provided free of charge.

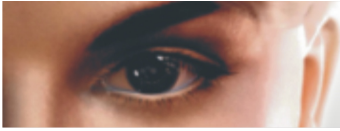
VII. COPYRIGHT

1. All copyrights, related rights and all other intellectual property rights to WebReader shall belong exclusively to IVO. WebReader is and shall remain an exclusive property of IVO.

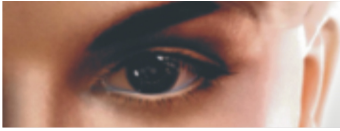
2. WebReader shall benefit from protection offered by the binding provisions of the Polish and international law, the provisions of international treaties and agreements and other relevant legal provisions.

3. A breach of the terms and conditions of the Licence Agreement shall constitute a serious infringement of the Licensor's rights and shall automatically result in: a) termination of the Licence Agreement without notice, b) the Licensor's right to keep the obtained licence fee, c) the Licensor being entitled to claim due compensation using all available legal means.

4. The Licensor forbids the Licensee using WebReader in its works or services in a way which constitutes a breach of any intellectual property rights of any third party or of any other third party rights protected by the law. In no way shall the Licensor be liable for such unauthorised activities of the Licensee.

**VIII. DECLARATIONS OF THE LICENSOR**

1. The Licensor shall be liable for non-performance or improper performance of WebReader exclusively within the scope defined by the Licence and universally binding provisions of the law.
2. The Licensor shall not be liable if non-performance or improper performance of the Agreement is due to force majeure, an act or omission of a third party for whom the Licensor is not accountable, an act or omission of any third party for whom the Licensee is accountable or a failure to respect the provisions of the Licence or universally binding legal provisions by the Licensee.
3. Under no circumstances shall the Licensor grant the Licensee any warranty or guarantee relative to the quality of WebReader pursuant to the provisions of the Licence Agreement.
4. Under no circumstances shall the Licensor grant the Licensee any warranty or guarantee relative to the quality of modifications of WebReader pursuant to the provisions of the Licence Agreement.
5. The Licensor does not guarantee correct read-outs using WebReader, continuity of operation of www.ivona.com and/or WebReader service or availability of www.ivona.com and/or WebReader service.
6. The Licensor shall not be liable for using WebReader, either partially or as a whole, for the purpose of spreading pornography, expressing threats against any third parties or undertaking any activities leading to offend any third parties or infringe their right to privacy, or which are vulgar, hateful, racially abusive, constituting an abuse of religious symbols or ethnically, religiously, ethically, morally or otherwise objectionable or infringing any third party right or property in yet another way, which shall include infringing personal rights of any third party.
7. The Licensor forbids the Licensee using WebReader within the framework of any works or services in a way constituting an infringement of any intellectual property rights of third parties or any other rights of third parties protected by the law. Under no circumstances shall the Licensor be liable for such unauthorised activities of the Licensee.
8. The Licensor shall not be liable for any loss or damage of any data incurred by the Licensee due to using WebReader.
9. The Licensor shall not be liable for incorrect configuration of WebReader carried out by the Licensee.
10. The Licensor shall under no circumstances be liable for any modifications or changes introduced to the WebReader by the Licensee. The Licensee shall be exclusively liable for such modifications or changes introduced to the WebReader and for any legal consequences and claims relative thereto.
11. The Licensor shall not be liable for any damage connected with using WebReader, including any special, incidental or indirect losses or any consequential losses, loss of profit, trade, reputation or expected savings.
12. The Licensor shall not be liable for any content transmitted by the Licensee using WebReader due to the fact that it is not the Licensor who initiates speech generation, selects audience of such content and who removes or modifies content for which speech is



generated.

13. The Licensor is not obliged to check data transmitted or made available by the Licensee.

IX. DECLARATIONS OF THE LICENSEE

1. By accepting the Terms of Use the Licensee declares that he/she has been provided with all the required information in an unambiguous, clear and exhaustive manner, in particular if such information refers to:

- a) legal consequences of activating WebReader,
- b) material properties of WebReader, and in particular any possible threats relative to using WebReader,
- c) functionalities and methods of using WebReader,
- d) fees and terms of payment.

2. The Licensee hereby declares that he/she has received the Terms of Use and the Offer free of charge and has been well acquainted with the content thereof prior to activating WebReader and obtaining WebReader services.

3. The Licensee consents to processing his/her personal data for the purposes resulting from the Terms of Use, from the universally binding provisions of the law, for marketing purposes and for the purpose of delivering trade information, as well as authorises IVO Software to transmit such data to entitled entities.

4. The Licensee hereby declares that he/she shall not use WebReader to broadcast illegal contents.